

**MUTUAL RELEASE AND SETTLEMENT**  
**OF CLAIMS**

THIS MUTUAL RELEASE entered into by JOHN COX (herein "COX") and the SUNFLOWER COUNTY CONSOLIDATED SCHOOL DISTRICT (herein "SCCSD") this 7 day of August, 2017.

WHEREAS COX filed a Complaint versus SCCSD, on or about September 21, 2017, in Cause No. 4:16-cv-192, before the United States District Court (Northern District of Mississippi) alleging that SCCSD had failed to pay him for overtime hours worked and was subsequently discharged from SCCSD in violation of the Fair Labor Standards Act.

WHEREAS SCCSD filed a Answers and Defenses and Counterclaim versus COX, on or about October 24, 2017, in the same Cause and before the same Court, and subsequently an Amended Answers and Defenses and Counterclaim, on or about November 4, 2016, alleging that said COX converted certain SCCSD funds that were mistakenly directly deposited by SCCSD in his bank account instead of COX returning those funds into the rightful possession of SCCSD;

WHEREAS the parties mutually desire to settle any and all disputes arising out of or in any way related to said cause being JOHN COX vs. SUNFLOWER COUNTY CONSOLIDATED SCHOOL DISTRICT, Cause No. 4:16-cv-192, before the United States District Court (Northern District of Mississippi).

NOW, THEREFORE, in recognition and reliance upon the foregoing recitals which form a material part of this MUTUAL RELEASE, consideration for the mutual covenants herein contained, and in exchange for an in consideration of good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, COX AND SCCSD hereby agree as follows:

1. COX will release all claims as asserted in the above-referenced Complaint and SCCSD will release all counterclaims in its above-referenced Answers and Defenses and Counterclaim and subsequent Amended Answers and Defenses and Counterclaim.
2. COX and SCCSD, for themselves, their heirs, administrators, executors, successors, assigns, insurers and any and all other persons and other entities in privy with any of them hereby releases, acquits and forever discharges the other party herein, and any and all other persons, directors, officers, employees, agents, attorneys or representatives who are or may be in any manner whatsoever responsible for their acts or such party from any and all claims, demands, actions, causes of action, suits and damages of every kind and nature whatsoever, whether known or unknown, anticipated or unanticipated, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of, or in any manner connected with the above-referenced cause.



3. In executing this MUTUAL RELEASE, the COX and SCCSD rely wholly upon their own judgment, knowledge and belief as to the nature, extent and duration of damages which they have suffered or sustained, as a result of the aforementioned matters. As to the questions of liability involved, the undersigned has had the opportunity to seek of legal counsel of their own choosing and they execute this MUTUAL RELEASE fully aware of its contents and legal import.
4. Neither COX or SCCSD admits to any liability or wrongdoing whatsoever, but expressly denies same, desiring by this settlement to achieve their peace. The consideration expressly mentioned herein is the only consideration regarding said matter. No representations as to liability have been made. No promises or inducements for this Mutual Release not expressly set forth herein have been made; no such promises or inducements are relied upon as a consideration for this MUTUAL RELEASE or otherwise, but any and all claims whatever kind and nature are hereby fully mutually released, compromised and settled.
5. Full and complete accord and satisfaction are hereby acknowledged, and it is expressly agreed by COX and SCCSD to never sue the other party hereby released on any alleged promise(s) or inducement(s) for this MUTUAL RELEASE not herein expressly set forth.
6. COX and SCCSD understand that the covenants set forth herein constitute an accord and satisfaction of disputed claims and causes of action of every kind and character arising either via contract, implied or expressed, or assignment of fault in any way on account of the said occurrence(s) and resulting damages as outlined in said Complaint, Answers and Defenses and Counterclaim, and Amended Answers and Defenses and Counterclaim.
7. The parties further agree that the terms of this MUTUAL RELEASE shall remain confidential to the fullest extent allowed by law.
8. This MUTUAL RELEASE contains the entire agreement between the parties hereto and the terms of this MUTUAL RELEASE are contractual in nature. It is further understood and agreed that should it develop that there are any mistakes or errors in this MUTUAL RELEASE which would cause the release to be defective or less than complete, then both COX and SCCSD will execute any and all instruments and do any and all things necessary to effectuate a full, final and complete mutual release.
9. In executing this Release, COX and SCCSD (authorized agent) certifies that he/she is of legal age, under no legal disability of any kind, and fully and completely competent to execute this MUTUAL RELEASE for and on his behalf. COX and SCCSD (authorized agent) further certify that they have signed and delivered this instrument of their own free will and accord, that same has been fully explained to them and they fully understand and agree to each and every term and condition cited therein.

IN WITNESS WHEREOF, the parties have affixed their signature on this the 7<sup>th</sup> day of August, 2017.

SUNFLOWER COUNTY CONSOLIDATED SCHOOL DISTRICT

By: Edward Thomas  
EDWARD THOMAS, President  
Board of Trustees of Sunflower  
County Consolidated School District

By: John Cox  
JOHN COX

James Harper  
JAMES HARPER, Attorney  
for John Cox

STATE OF MISSISSIPPI

COUNTY OF SUNFLOWER

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN COX, who, after being first duly sworn, acknowledged that he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, after having first duly read and completely understood the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 7<sup>th</sup> day of August, 2017.

MY COMMISSION EXPIRES



James Harper  
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF SUNFLOWER

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named EDWARD THOMAS, President of the Board of Trustees of the Sunflower County Consolidated School District, who after being first duly sworn, acknowledged that he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, for and on behalf of the Sunflower County Consolidated School District, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day  
of August, 2017.

MY COMMISSION EXPIRES

January 2, 2018

